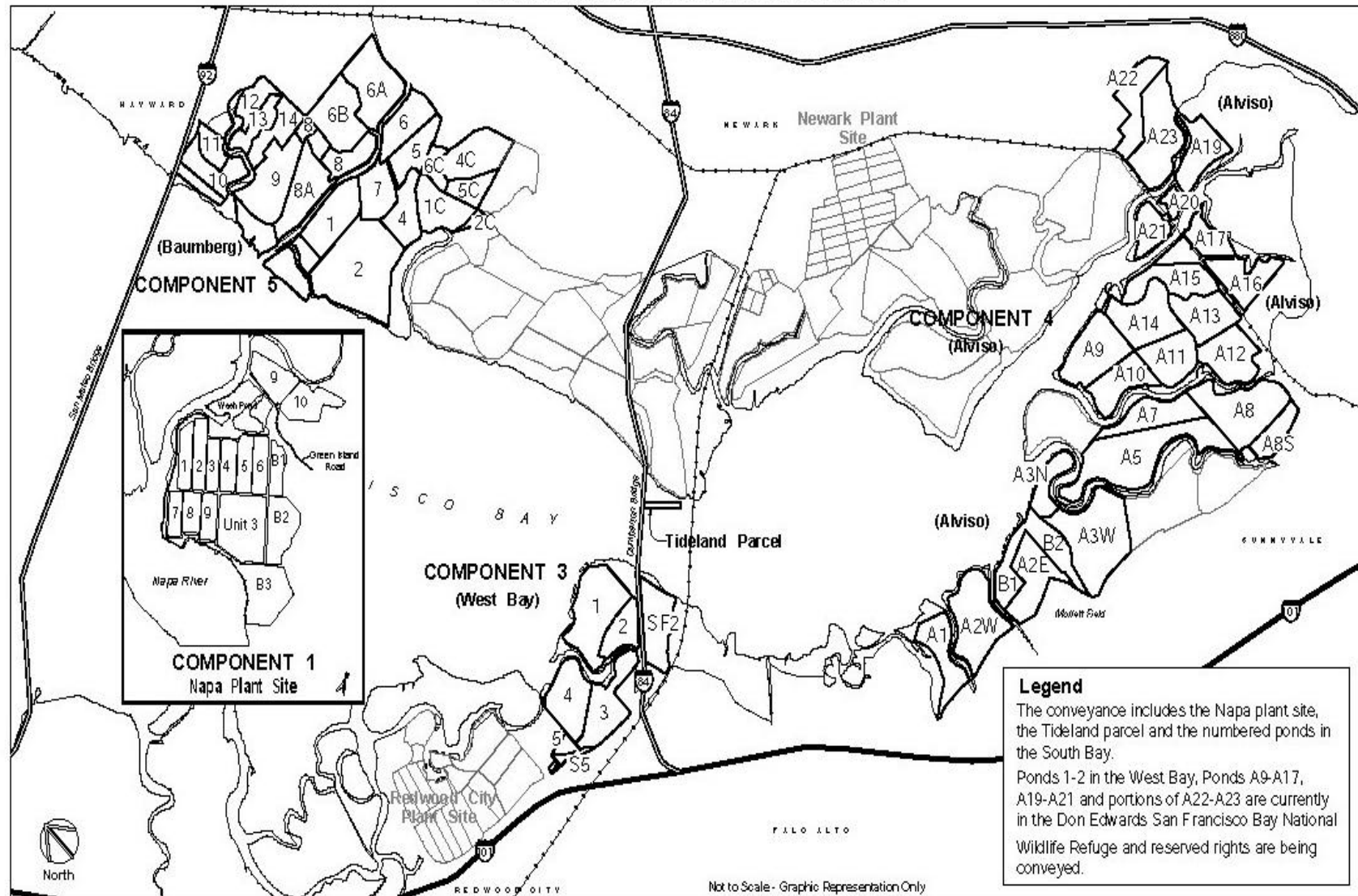


# Exhibit A

FOR THE CONVEYANCE OF LANDS AND INTERESTS IN LANDS



J:\20000449m\apstworking files\01-28-03 salt ponds bwsn all ai

28 January 2003

**EXHIBIT A-1**  
**Legal Description of Ditch Adjacent to Moffett Field**

**[Drafts to be supplied and approved by the Parties pursuant to Section 5]**

**EXHIBIT B-1**  
**Legal Description of Alviso/West Bay Land**

**[Drafts to be supplied and approved by the Parties pursuant to Section 5]**

**EXHIBIT B-2**  
**Description of Leslie Rights**

**[Drafts to be supplied and approved by the Parties pursuant to Section 5]**

**EXHIBIT C-1**  
**Legal Description of Baumberg/Napa Land**

**[Drafts to be supplied and approved by the Parties pursuant to Section 5]**

**EXHIBIT C-2**

**Legal Description of Property Subject to Baumberg Rights**

**[Drafts to be supplied and approved by the Parties pursuant to Section 5]**

**EXHIBIT D-1**  
**United States Grant Deeds**

RECORDING REQUESTED BY AND WHEN RECORDED  
MAIL TO:

STEPHEN M. DYER  
U.S. Fish and Wildlife Service  
Sacramento Realty Field Office  
2800 Cottage Way, W-2610  
Sacramento, California 95825

**GRANT DEED**

BY THIS GRANT DEED made this \_\_\_\_ day of \_\_\_\_, 2003, Cargill, Incorporated, a Delaware Corporation (hereinafter "Grantor"), for valuable consideration as set forth in that certain Agreement for the Conveyance of Lands and Interests in Lands by and between Grantor and Grantee, dated as of January 31, 2003 (the "Agreement"), the receipt whereof is hereby acknowledged, does hereby grant to the UNITED STATES OF AMERICA and its assigns (hereinafter "Grantee"), all of Grantor's right, title and interest in, on and under that certain real property situate and lying in the County of \_\_\_\_\_, California and being more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Property").

TOGETHER with all of Grantor's right, title and interest, if any, in and to water and water rights, including without limitation all appropriative, overlying, groundwater and riparian rights appurtenant to the Property described herein, springs, wells, stock water, pumps, ditches, ditch rights-of-way and other water rights applied for, adjudicated, appropriated, decreed, vested or appurtenant to the herein-described lands.

TOGETHER with all of Grantor's right, title and interest, if any, in and to oil, gas and other hydrocarbon substances and any and all other minerals, reserved to Leslie Salt Co. (now the Grantor).

TOGETHER with all of Grantor's right, title and interest, if any, in and to any alleys, streets, ways, strips, or gores abutting or adjoining the Property.

THIS GRANT is made subject to the following:

SUBJECT TO existing rights of way, of record, for roads, pipelines, ditches, conduits, telephone and electrical transmission lines, on, over and across said Property;

SUBJECT TO existing estates, interests and rights in and to oil, gas and other hydrocarbon substances and any and all other minerals, reserved to or outstanding in third parties; and





CERTIFICATE OF ACCEPTANCE  
State of California Government Code Section 27281

THIS is to certify that the Secretary of the Interior, acting by and through his authorized representative, the Senior Realty Officer, U.S. Fish and Wildlife Service, hereby accepts on behalf of the UNITED STATES OF AMERICA, the real property described in the within Grant Deed and consents to recordation thereof.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Acting Senior Realty Officer  
D.E. San Francisco Bay NWR ( )  
U.S. FISH AND WILDLIFE SERVICE

EXHIBIT "A"  
LEGAL DESCRIPTIONS

U.S. TRACT ( ):

**EXHIBIT D-2**  
**State Grant Deeds**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

State of California  
Wildlife Conservation Board  
1807 13<sup>th</sup> Street, Suite 103  
Sacramento, CA 95814  
Attention: Executive Director

Documentary Transfer Tax is not imposed  
pursuant to Cal. Rev. & Tax'n Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CARGILL, INCORPORATED, a Delaware corporation ("Grantor"), hereby grants to the STATE OF CALIFORNIA ("Grantee"), acting by and through its Department of Fish and Game, Wildlife Conservation Board, the real property in the County of \_\_\_\_\_, California, described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"), subject to the exceptions to title described on Exhibit B attached hereto and made a part hereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of this \_\_\_\_ day of \_\_\_\_\_, 2003, by the person duly authorized.

**Grantor:** CARGILL, INCORPORATED,  
a Delaware corporation

By: \_\_\_\_\_  
William C. Britt, Vice President

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2003, before me, \_\_\_\_\_, a notary public for the State of \_\_\_\_\_, personally appeared William C. Britt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[SEAL]

\_\_\_\_\_  
Signature of the Notary

**Exhibit A**

**Real Property Legal Description**

[See Attached]

**Exhibit B**

**Exceptions to Title**

- 1) Rights of way, easements and all other matters of public record affecting the Property
- 2) Matters which would be disclosed by a survey of the Property

**EXHIBIT E-1**  
**United States Rights Deed**

RECORDING REQUESTED BY AND WHEN RECORDED  
MAIL TO:

STEPHEN M. DYER  
U.S. Fish and Wildlife Service  
Sacramento Realty Field Office  
2800 Cottage Way, W-2610  
Sacramento, California 95825

GRANT DEED  
(RESERVED RIGHTS)

BY THIS GRANT DEED made this \_\_\_\_ day of \_\_\_\_, 2003 Cargill, Incorporated, a Delaware Corporation (hereinafter "Grantor"), for valuable consideration as set forth in that certain Agreement for the Conveyance of Lands and Interests in Lands by and between Grantor and Grantee, dated as of January 31, 2003 (the "Agreement"), the receipt whereof is hereby acknowledged, does hereby grant to the UNITED STATES OF AMERICA and its assigns (hereinafter "Grantee"), all salt making rights, and any and all other rights held by Grantor that were retained by Grantor (formerly Leslie Salt Co.) in the condemnation action, United States v. 15,347.61 Acres (C-77 1412, U.S. District Court, Northern District of California, filed June 30, 1977) in, on and under that certain real property (and only with respect to that certain real property) which is more particularly described on Exhibit "A", attached hereto and made a part hereof (the "Property").

TOGETHER with all of Grantor's right, title and interest, if any, in and to water and water rights, including without limitation all appropriative, overlying, groundwater and riparian rights appurtenant to the Property described herein, springs, wells, stock water, pumps, ditches, ditch rights-of-way and other water rights applied for, adjudicated, appropriated, decreed, vested or appurtenant to the herein-described lands.

TOGETHER with all of Grantor's right, title and interest, if any, in and to oil, gas and other hydrocarbon substances and any and all other minerals, reserved to Leslie Salt Co. (as predecessor to the Grantor) with respect to said Property.

TOGETHER with all of Grantor's right, title and interest, if any, in and to any alleys, streets, ways, strips, or gores abutting or adjoining the Property.

THIS GRANT is made subject to the following:

SUBJECT TO existing rights of way, of record, for roads, pipelines, ditches, conduits, telephone and electrical transmission lines, on, over and across said Property;





CERTIFICATE OF ACCEPTANCE  
State of California Government Code Section 27281

THIS is to certify that the Secretary of the Interior, acting by and through his authorized representative, the Senior Realty Officer, U.S. Fish and Wildlife Service, hereby accepts on behalf of the UNITED STATES OF AMERICA, the real property described in the within Grant Deed and consents to recordation thereof.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Acting Senior Realty Officer  
D.E. San Francisco Bay NWR ( )  
U.S. FISH AND WILDLIFE SERVICE

EXHIBIT "A"  
LEGAL DESCRIPTIONS

[See Attached.]

**EXHIBIT E-2**  
**State Rights Deed**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

State of California  
Wildlife Conservation Board  
1807 13<sup>th</sup> Street, Suite 103  
Sacramento, CA 95814  
Attention: Executive Director

Documentary Transfer Tax is not imposed  
pursuant to Cal. Rev. & Tax'n Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CARGILL, INCORPORATED, a Delaware corporation ("Grantor"), hereby grants to the STATE OF CALIFORNIA ("Grantee"), acting by and through its Department of Fish and Game, Wildlife Conservation Board, all of Grantor's Rights in and to the real property in the County of Alameda, California, described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"), subject to the exceptions to title described on Exhibit B attached hereto and made a part hereof. "Grantor's Rights" means all rights, title and interest which were conveyed to or otherwise acquired or received by, excepted or reserved by or in favor of, or recognized, acknowledged, confirmed or ratified in Grantor's predecessor in interest, Leslie Salt Co., a Delaware corporation, by the "Agreement for the Settlement of Pending Litigation Relating to Land in the City of Hayward, County of Alameda, California, recorded on May 6, 1985 as Series No. 85-87321 of Official Records of Alameda County, California.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of this \_\_\_\_ day of \_\_\_\_\_, 2003, by the person duly authorized.

**Grantor:**

CARGILL, INCORPORATED,  
a Delaware corporation

By: \_\_\_\_\_

William C. Britt, Vice President

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF \_\_\_\_\_ )           ss.

On \_\_\_\_\_, 2003 before me \_\_\_\_\_, Notary Public,  
personally appeared William C. Britt, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Signature of the Notary

[SEAL]

**Exhibit A**

**Real Property Legal Description**

[See Attached]

**Exhibit B**

**Exceptions to Title**

- 1) Rights of way, easements and all other matters of public record affecting the Property
- 2) Matters which would be disclosed by a survey of the Property

**EXHIBIT F-1**  
**Legal Description of Pond SF-2**

**[Drafts to be supplied and approved by the Parties pursuant to Section 5]**

**EXHIBIT F-2**  
**Legal Description of Quiet Title Parcel**

**[Drafts to be supplied and approved by the Parties pursuant to Section 5]**



**EXHIBIT F-3**  
**State Quitclaim Deed**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

State of California  
Wildlife Conservation Board  
1807 13<sup>th</sup> Street, Suite 103  
Sacramento, CA 95814  
Attn.: Executive Director

Documentary Transfer Tax is not imposed  
pursuant to Cal. Rev. & Tax'n Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CARGILL, INCORPORATED, a Delaware corporation ("Grantor"), hereby remises, releases and quitclaims to the STATE OF CALIFORNIA, acting by and through its Department of Fish and Game, Wildlife Conservation Board, all of Grantor's right, title and interest in and to the real property in the County of Napa, State of California, described on Exhibit A attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2003, by the person duly authorized.

CARGILL, INCORPORATED,  
a Delaware corporation

By: \_\_\_\_\_  
William C. Britt, Vice President

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF \_\_\_\_\_ )           ss.

On \_\_\_\_\_, 2003 before me \_\_\_\_\_, Notary Public,  
personally appeared William C. Britt, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Signature of the Notary

[SEAL]

**Exhibit A**

[See Attached]

**EXHIBIT G**  
**Approved and Disapproved Agreements**

**UNITED STATES**

**Approved Agreements:**

None

**Disapproved Agreements:**

- 1) License Agreement between Cargill, Incorporated and the United States Department of the Navy dated July 30, 2002.
- 2) License Agreement between Cargill, Incorporated and the Alameda County Water District dated April 15, 1990.
- 3) License Agreement between Cargill, Incorporated and Bay Brand, Inc. dated June 1, 1996, and its Amendments dated April 24, 1998, and November 21, 2000, terminate with respect to the United States Property.
- 4) License Agreement between Cargill, Incorporated and CH2M Hill dated August 26, 2002.
- 5) License Agreement between Cargill, Incorporated and the City of Mountain View, CA Recreation Department dated November 8, 2002.
- 6) Lease Agreement for duck hunting between Cargill, Incorporated and each of the following:
  - a. Rich Douglas (Ref. No. 211.014:1)
  - b. Jeff Sheldon (Ref. No. 211.014:2)
  - c. Bob Witcher (Ref. No. 211.015:0)
  - d. Bill Everett (Ref. No. 211.016:0)
  - e. Bob Witcher (Ref. No. 211.017:0)
  - f. Thomas Laine (Ref. No. 211.018:0)
  - g. Paul Sickinger (Ref. No. 211.019:0)
  - h. Watkins-Johnson Rod & Gun Club (Ref. No. 211.020:0)
  - i. Paul Sickinger (Ref. No. 211.029:0)

**STATE**

**Approved Agreements:**

None

## **Disapproved Agreements**

- 1) Lease for a residence consisting of two (2) buildings located on the Napa Plant Site between Cargill, Incorporated and Mr. Carl Gamma dated June 6, 1993.
- 2) License Agreement between Cargill, Incorporated and the Alameda County Water District dated April 15, 1990.
- 3) License Agreement between Cargill, Incorporated and Bay Brand, Inc. dated June 1, 1996, and its Amendments dated April 24, 1998, and November 21, 2000, terminate with respect to the State Property.
- 4) Lease Agreement for duck hunting between Cargill, Incorporated and each of the following:
  - a. James Pappas (Ref. No. 129.005:0)
  - b. Jason Ferguson (Ref. No. 129.012:0)
  - c. John Locatelli (Ref. No. 129.013:0)
  - d. Jack Hunt (Ref. No. 129.014:0)
  - e. Tom Yob (Ref. No. 129.020:0)
  - f. Tom Yob (Ref. No. 129.021:0)
  - g. Fred Angotti (Ref. No. 129.024:0)
  - h. Kent Hasovec (Ref. No. 129.025:0)
  - i. Al Perkins (Ref. No. 129.027:0)
  - j. Jim Mills (Ref. No. 129.028:0)
  - k. Robert Cross (Ref. No. 129.029:0)
  - l. Mark Bell (Ref. No. 129.030:0)
  - m. Hal Roach (Ref. No. 129.031:0)
  - n. Kenneth Grover (Ref. No. 129.032:0)
  - o. Ralph Holding (Ref. No. 129.035:0)
  - p. Ralph Holding (Ref. No. 129.037:0)
- 5) Agreements which expired by their terms in 2002, as follows:
  - a. License Agreement between Cargill, Incorporated and John Reinstra Jr. dated January 1, 2002 (No. 2001.009:02A) for collecting drift wood. Expiration Date: December 31, 2002.
  - b. License Agreement between Cargill, Incorporated and John Cang dated January 1, 2002 (No. 2001.009:02C) for photography. Expiration Date: December 31, 2002.
  - c. License Agreement between Cargill, Incorporated and KFAX San Francisco AM 1100 dated April 18, 2002 (No. 2001.009:02G) for survey to monitor transmitter signal. Expiration Date: December 31, 2002.

- d. License Agreement between Cargill, Incorporated and San Francisco Bay Bird Observatory dated May 1, 2002 (No. 2000.018:8-02E) for Colonial Waterbird Monitoring Program. Expiration Date: October 31, 2002.
- e. License Agreement between Cargill, Incorporated and Point Reyes Bird Observatory dated April 22, 2002 (No. 2000.018:2-02H) for San Francisco Bay Bird Habitat Study. Expiration Date: May 31, 2002.

**EXHIBIT H**  
**Form of Assignment and Assumption Agreement**  
**[Not Applicable]**

**EXHIBIT I**  
**Phase Out Agreement**

**PHASE OUT AGREEMENT**

**POSTED ON THE WEB AT**  
**WWW.RESOURCES.CA.GOV**

by and between

**CARGILL, INCORPORATED,**  
a Delaware corporation

**UNITED STATES OF AMERICA,**  
acting by and through the Secretary of the Interior or her authorized representatives, including  
**UNITED STATES FISH AND WILDLIFE SERVICE,**

And

**STATE OF CALIFORNIA,**  
acting by and through its  
**DEPARTMENT OF FISH AND GAME**



**EXHIBIT J**  
**United States Easement – San Mateo County**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

United States  
United States Department of Interior  
U.S. Fish and Wildlife Service  
2800 Cottage Way, W-2610  
Sacramento, CA 95825  
Attn.: Stephen Dyer

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**EASEMENT AGREEMENT (Brine Line)**

**THIS EASEMENT AGREEMENT** (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_ 2003, by and between CARGILL, INCORPORATED, a Delaware corporation ("Grantor") and the UNITED STATES OF AMERICA acting by and through the Secretary of the Interior or her authorized representative ("Grantee").

**RECITALS**

**WHEREAS**, Grantor is the owner of that certain area of land as legally described in **Exhibit A** attached hereto and incorporated herein by reference (the "Easement Area").

**WHEREAS**, Grantee desires a non-exclusive easement from Grantor for vehicular and pedestrian ingress and egress over and across the Easement Area in accordance with the terms and conditions set forth below.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Easement**. Subject to the terms and conditions hereinafter set forth, Grantor hereby grants unto Grantee a non-exclusive easement over and across the Easement Area for Grantee's full use and enjoyment, including without limitation vehicular and pedestrian ingress and egress, so long as Grantee's use and enjoyment does not interfere with Grantor's use of the Easement Area or the pipeline located thereon, and so long as Grantee does not improve the Easement Area (the "Easement").

2. **Abandonment of the Easement Area**. If Grantor "abandons" its usage of the Easement Area, Grantee's rights under this Agreement shall remain in full force and effect, subject to the provisions of this paragraph 2. For purposes of this Agreement, the term

“abandons” shall mean that date upon which Grantor has completely ceased using the Easement Area for purposes of the transfer of brine and bittern (the “Abandonment Date”). On or before the Abandonment Date, Grantor shall provide Grantee with written notice of Grantor’s intent to abandon the Easement Area (“Notice of Intent to Abandon”), at which time, Grantee shall have one hundred twenty (120) days to notify Grantor in writing whether or not Grantee will accept the Easement Area. The Notice of Intent to Abandon shall include a copy of this Agreement and shall state the requirement that Grantee must provide written notice to Grantor within one hundred twenty (120) days of receipt of the Notice of Intent to Abandon, which notice must state whether or not Grantee will accept the Easement Area. If Grantee elects to accept the Easement Area, Grantor shall immediately convey the Easement Area by charitable gift pursuant to a grant deed, and subject to Section 11 of the Conveyance Agreement dated January 31, 2003, to which Grantor and Grantee are parties. It is the intent of the Grantor and Grantee that no gift of the Easement Area shall take place unless or until title is actually transferred to Grantee, at which time Grantee shall accept such gift. If and when title is transferred to Grantee and Grantee accepts Grantor’s gift of the Easement Area, then the Easement and rights granted under this Agreement shall automatically terminate. In the event that Grantee does not provide notice to Grantor in accordance with the terms of this Paragraph 2, Grantee shall be deemed to have waived its right to acquire the Easement Area. Grantor shall have no obligation to remove the pipeline or otherwise change the condition of the Easement Area (except that, in the event that Grantee elects to accept the Easement Area, Grantor shall be obligated to cap and drain the pipeline prior to the date that Grantee accepts the Easement Area), provided however, that Grantor shall have the right, in its sole discretion, to remove the pipeline or otherwise change the condition of the Easement Area.

3. Liability. Without limiting any other remedies, if any, available to Grantor in law, equity or otherwise, Grantee agrees to cooperate, to the extent allowed by law, in the submission of claims pursuant to the Federal Tort Claims Act against Grantee for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of Grantee while acting within the scope of his or her employment, arising out of use or occupation of the Easement. Further, Grantee agrees that (1) use of the Easement Area by Grantee will be effected with all reasonable diligence and precaution to avoid damage to the land, property or personnel of Grantor (*See* 28 U.S.C. § 1491), (2) Grantee will require that adequate liability insurance and workman compensation coverage be obtained, carried and maintained by its agents, contractors, and subcontractors who perform work or conduct activities on the Easement Area, and (3) Grantee will require any of its volunteers doing any tasks on the Easement Area to sign a Volunteer Form (Optional Form 301) which makes them Federal Employees for the purpose of being covered by the Federal Tort Claims Act and Federal Workers Compensation Act (16 U.S.C. § 742(c)(3)).

4. Waivers. No waiver by either party of any of the terms, conditions, or covenants of this Agreement shall be deemed or taken as a waiver at any time thereafter nor of any other terms, conditions or covenants, nor of the strict and prompt performance thereof by the other party. Any waiver by either party must be in writing.

5. Covenants Running With the Land. This Agreement is intended and shall be a covenant running with the land pursuant to Section 1468 of the California Civil Code, and, until the termination of the Easement, (a) shall burden and run with the Easement Area, and any

portion thereof or interest therein, and (b) shall bind all parties having or acquiring any right, title or interest in the Easement Area or any portion thereof or interest therein, (c) shall be expressly and exclusively for the benefit of Grantee and Grantee's successors and assigns, and (d) shall inure to the benefit of successors and assigns to Grantee and to Grantor, and each of said parties are expressly bound by this Agreement for the benefit of the other party. Before the expiration of the Easement, any conveyance, transfer, sale, assignment or lease made by Grantee of the areas covered by the Easement or any interest therein, will and hereby is deemed to incorporate by reference the provisions of this Agreement and all covenants, conditions and restrictions contained herein.

6. Non Exclusive. The Easement herein granted is not exclusive, provided that Grantor and its successors and assigns shall not interfere with the Easement granted herein or the use and enjoyment thereof by Grantee and its successors and assigns, and their respective invitees.

7. No Public Declaration. The Easement hereby created is not a public easement, but is a private easement for the use and benefit of Grantee and its successors and assigns and their respective invitees. The Easement is not intended to, nor shall it be construed as, creating any dedication to, or any right in or for the benefit of, the general public.

8. Amendment of Agreement. This Agreement may be amended only by an instrument in writing executed by Grantor or Grantor's successors or assigns and Grantee or Grantee's successors and assigns and recorded in the Official Records of San Mateo County.

9. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California and the United States, as applicable.

10. Entire Agreement. This Agreement contains the entire understanding among the parties hereto regarding the Easement granted herein and supersedes any prior written or oral agreement between them regarding the Easement. There are no representations, agreements, arrangements, or understandings, oral or written, among the parties relating to the Easement which are not fully expressed in this Agreement. This Agreement shall be construed in accordance with its fair meaning and not strictly for or against any party.

11. No Third Party Beneficiaries. Notwithstanding anything else to the contrary in this Agreement, no parties other than Grantee, Grantor and their successors and assigns shall be beneficiaries of any term or provision of this Agreement.

12. Notices. Notices give pursuant to Paragraph 2 above by Grantor shall be given to Grantee at the following address: United States, United States Department of Interior, U.S. Fish and Wildlife Service, Sacramento Realty Field Office, 2800 Cottage Way, W-2610, Sacramento, CA 95825, Attn: Chief of Sacramento Reality Field Office, Phone: (916) 414-6446, Fax: (916) 414-6462, with copies to U.S. Fish and Wildlife Service, Don Edwards SF Bay Wildlife Refuge, P.O. Box 524, Newark, CA 94560-0524, Attn: Refuge Manager, Phone: (510) 792-0222, Fax: (510) 792-5828 and U.S. Department of Interior, Office of the Field Solicitor, 1111 Jackson Street, Suite 735, Oakland, CA 94607, Attn: Field Solicitor, Phone: (510) 817-1460, Fax: (510) 419-0143 or such other address as Grantee shall designate in writing from time to time. Notices

give pursuant to Paragraph 2 above by Grantee shall be given to Grantor at the following address: Cargill Salt, 7220 Central Avenue, Newark, CA 94560, ATTN: Manager, Real Property, Phone: (510) 790-8605, Fax: (510) 790-8180, with a copy to: Cargill, Incorporated, Law Department/24, 15407 McGinty Road West, Wayzata, MN 55390, Phone: (952) 742-6334, Fax: (952) 742-6349, or such other address as Grantee shall designate in writing from time to time. Notice of acceptance of this Agreement by Grantee shall be given to Grantor by Grantee by overnight delivery mail or personal delivery addressed to Grantor at the addresses set forth in this Section 12. Any notice, approval, consent or other communication ("Notice") that a Party desires or is required to give under this Agreement shall be in writing and shall be given in the manner set forth below. Notices shall be addressed to the intended recipient at its address set forth in this Section 12, or to such other address as the Grantor or Grantee may have designated for notice purposes by giving notice of change of address under the provisions of this Section 12. Notice shall be given by one of the following methods: (i) recognized overnight common carrier courier service that guarantees next-day delivery; (ii) delivery in person or by messenger; (iii) deposit in the United States mail, first class and postage prepaid with return receipt requested; or (iv) facsimile transmission with written confirmation of receipt. Notices delivered by overnight courier, in person or by messenger shall be deemed to have been given upon delivery, Notices delivered by United States mail shall be deemed to have been given upon receipt, and Notices given by facsimile transmission shall be deemed to have been given upon written confirmation of receipt of the facsimile during business hours on a business day which is neither a United States federal nor a California state holiday.

13. Interpretation. If any provision of this Agreement is, or is adjudged to be, unenforceable or invalid, the remainder shall continue in full force and effect. The headings contained in this Agreement are for the purpose of reference only, and are not an aid in the construction or interpretation of any provision hereof.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates below.

**GRANTOR:**

CARGILL, INCORPORATED,  
a Delaware corporation

By: \_\_\_\_\_  
William C. Britt, Vice President

**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2003 before me \_\_\_\_\_, Notary Public, personally appeared William C. Britt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Signature of the Notary

[SEAL]

**GRANTEE:**

THE UNITED STATES OF AMERICA

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
U.S. Fish and Wildlife Service

**CERTIFICATE OF ACCEPTANCE**  
State of California Government Code Section 27281

THIS is to certify that the Secretary of the Interior, acting by and through his authorized representative, the Senior Realty Officer, U.S. Fish and Wildlife Service, hereby accepts on behalf of the UNITED STATES OF AMERICA, the real property described in the within Grant Deed and consents to recordation thereof.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Acting Senior Realty Officer  
U.S. FISH AND WILDLIFE SERVICE

**EXHIBIT A**

**EASEMENT AREA DESCRIPTION**

**[To be provided by Grantor.]**

**EXHIBIT K**  
**United States Easement – Santa Clara County**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

United States  
United States Department of Interior  
U.S. Fish and Wildlife Service  
2800 Cottage Way, W-2610  
Sacramento, CA 95825  
Attn.: Stephen Dyer

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**EASEMENT AGREEMENT (Moffett Field)**

**THIS EASEMENT AGREEMENT** (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_ 2003, by and between CARGILL, INCORPORATED, a Delaware corporation ("Grantor") and the UNITED STATES OF AMERICA acting by and through the Secretary of the Interior or her authorized representative ("Grantee").

**RECITALS**

**WHEREAS**, Grantor is the owner of that certain area of land as legally described in **Exhibit A** attached hereto and incorporated herein by reference (the "Easement Area").

**WHEREAS**, Grantee desires a non-exclusive easement from Grantor for vehicular and pedestrian ingress and egress over and across the Easement Area in accordance with the terms and conditions set forth below.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Easement**. Subject to the terms and conditions hereinafter set forth, Grantor hereby grants unto Grantee a non-exclusive easement for vehicular and pedestrian ingress and egress over and across the Easement Area (the "Easement"). Grantee shall not (i) interfere with Grantor's use of the Easement Area, or (ii) improve the Easement Area.

2. **Liability**. Without limiting any other remedies, if any, available to Grantor in law, equity or otherwise, the Grantee agrees to cooperate, to the extent allowed by law, in the submission of claims pursuant to the Federal Tort Claims Act against Grantee for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of Grantee while acting within the scope of his or her employment, arising out of use or occupation of the Easement. Further, Grantee agrees that (1) use of the Easement Area by Grantee will be effected with all reasonable diligence and precaution to avoid damage to the



land, property or personnel of Grantor (See 28 U.S.C. § 1491), (2) Grantee will require that adequate liability insurance and workman compensation coverage be obtained, carried and maintained by its agents, contractors, and subcontractors who perform work or conduct activities on the Easement Area, and (3) Grantee will require any of its volunteers doing any tasks on the Easement Area to sign a Volunteer Form (Optional Form 301) which makes them Federal Employees for the purpose of being covered by the Federal Tort Claims Act and Federal Workers Compensation Act (16 U.S.C. § 742(c)(3)).

3. Waivers. No waiver by either party of any of the terms, conditions, or covenants of this Agreement shall be deemed or taken as a waiver at any time thereafter nor of any other terms, conditions or covenants, nor of the strict and prompt performance thereof by the other party. Any waiver by either party must be in writing.

4. Covenants Running With the Land. This Agreement is intended and shall be a covenant running with the land pursuant to Section 1468 of the California Civil Code, and (a) shall burden and run with the Easement Area, and any portion thereof or interest therein, and (b) shall bind all parties having or acquiring any right, title or interest in the Easement Area or any portion thereof or interest therein, (c) shall be expressly and exclusively for the benefit of Grantee and Grantee's successors and assigns, and (d) shall inure to the benefit of successors and assigns to Grantee and to Grantor, and each of said parties are expressly bound by this Agreement for the benefit of the other party. Any conveyance, transfer, sale, assignment or lease made by Grantee of the areas covered by the Easement or any interest therein, will and hereby is deemed to incorporate by reference the provisions of this Agreement and all covenants, conditions and restrictions contained herein.

5. Non Exclusive. The Easement herein granted is not exclusive, provided that Grantor and its successors and assigns shall not interfere with the Easement granted herein or United State's use and enjoyment thereof by Grantee and its successors and assigns, and their respective invitees.

6. No Public Declaration. The Easement hereby created is not a public easement, but is a private easement for the use and benefit of Grantee and its successors and assigns and their respective invitees. The Easement is not intended to, nor shall it be construed as, creating any dedication to, or any right in or for the benefit of, the general public.

7. Amendment of Agreement. This Agreement may be amended only by an instrument in writing executed by Grantor or Grantor's successors or assigns and Grantee or Grantee's successors and assigns and recorded in the Official Records of Santa Clara County.

8. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California and the United States, as applicable.

9. Entire Agreement. This Agreement contains the entire understanding among the parties hereto regarding the Easement granted herein and supersedes any prior written or oral agreement between them regarding the Easement. There are no representations, agreements, arrangements, or understandings, oral or written, among the parties relating to the Easement

which are not fully expressed in this Agreement. This Agreement shall be construed in accordance with its fair meaning and not strictly for or against any party.

10. No Third Party Beneficiaries. Notwithstanding anything else to the contrary in this Agreement, no parties other than Grantee, Grantor and their successors and assigns shall be beneficiaries of any term or provision of this Agreement.

11. Interpretation. If any provision of this Agreement is, or is adjudged to be, unenforceable or invalid, the remainder shall continue in full force and effect. The headings contained in this Agreement are for the purpose of reference only, and are not an aid in the construction or interpretation of any provision hereof.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates below.

**GRANTOR:**

CARGILL, INCORPORATED,  
a Delaware corporation

By: \_\_\_\_\_  
William C. Britt, Vice President

**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF \_\_\_\_\_ )           ss.

On \_\_\_\_\_, 2003 before me \_\_\_\_\_, Notary Public, personally appeared William C. Britt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Signature of the Notary

[SEAL]

**GRANTEE:**

THE UNITED STATES OF AMERICA

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
U.S. Fish and Wildlife Service

**CERTIFICATE OF ACCEPTANCE**  
State of California Government Code Section 27281

THIS is to certify that the Secretary of the Interior, acting by and through his authorized representative, the Senior Realty Officer, U.S. Fish and Wildlife Service, hereby accepts on behalf of the UNITED STATES OF AMERICA, the real property described in the within Grant Deed and consents to recordation thereof.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Acting Senior Realty Officer  
U.S. FISH AND WILDLIFE SERVICE

**EXHIBIT A**

**EASEMENT AREA DESCRIPTION**

**[To be provided by Grantor.]**

**EXHIBIT L**  
**State Easement – Alameda County**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

State of California  
Wildlife Conservation Board  
1807 13th Street, Suite 103  
Sacramento, CA 95814  
Attn.: Executive Director

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**EASEMENT AGREEMENT (Pond 3C)**

**THIS EASEMENT AGREEMENT** (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_ 2003, by and between CARGILL, INCORPORATED, a Delaware corporation ("Grantor") and the STATE OF CALIFORNIA ("Grantee") acting by and through its Department of Fish and Game, Wildlife Conservation Board.

**RECITALS**

**WHEREAS**, Grantor is the owner of that certain area of land legally described in **Exhibit A** attached hereto and incorporated herein by reference (the "Easement Area").

**WHEREAS**, this Agreement is made pursuant to that unrecorded Agreement for the Conveyance of Lands and Interests in Lands dated January 31, 2003 ("Conveyance Agreement"), between Grantor, Grantee and the United States of America acting by and through the Secretary of the Interior or her authorized representative ("United States") under which Grantor is conveying to Grantee and the United States, and Grantee and the United States are acquiring from Grantor, the fee simple interest in certain real property (including Grantee's Property, as defined below) and certain property rights in the counties of Napa, San Mateo, Santa Clara and Alameda, California, as more particularly described in the Conveyance Agreement, concurrently with this Agreement.

**WHEREAS**, Grantee desires a non-exclusive easement from Grantor for vehicular and pedestrian ingress and egress over and across the Easement Area in accordance with the terms and conditions set forth below.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Easement**. Subject to the terms and conditions hereinafter set forth, Grantor hereby grants to Grantee a non-exclusive easement for vehicular and pedestrian ingress and

egress over and across the Easement Area (the "Easement") in order for Grantee to access certain real property owned by Grantee, which real property is more particularly described on **Exhibit B** attached hereto and incorporated herein by reference ("Grantee's Property"). Grantee shall not (i) interfere with Grantor's use of the Easement Area, or (ii) improve the Easement Area.

2. Liability. Without limiting any other remedies, if any, available to Grantor in law, equity or otherwise, to the extent provided by law, including but not limited to the California Tort Claims Act (Government Code Section 810 *et seq.*), Grantee shall be liable for any injury to persons or property proximately caused by any negligent acts or omissions of its employees, agents or representatives arising out of the use or occupation of the Easement.

3. Waivers. No waiver by either party of any of the terms, conditions, or covenants of this Agreement shall be deemed or taken as a waiver at any time thereafter, or as a waiver of any other terms, conditions or covenants hereof, or of the strict and prompt performance thereof by the other party. Any waiver by either party must be in writing.

4. Relocation. Grantor shall have the right, at its sole cost, in its sole discretion, at any time, upon not less than thirty (30) days' prior written notice delivered to Grantee, to relocate the Easement to a reasonable location that provides access to Grantee's Property which is reasonably comparable to that provided by the original Easement described herein.

5. Covenants Running With the Land. This Agreement is intended and shall be a covenant running with the land pursuant to Section 1468 of the California Civil Code, and as such: (a) shall burden and run with the Easement Area, and any portion thereof or interest therein, and (b) shall bind all parties having or acquiring any right, title or interest in the Easement Area or any portion thereof or interest therein, and (c) shall be expressly and exclusively for the benefit of Grantee and Grantee's successors and assigns, and (d) shall inure to the benefit of the respective successors and assigns to Grantee and to Grantor, and each of said parties are expressly bound by this Agreement for the benefit of the other party. Any conveyance, transfer, sale, or assignment made by Grantor of the Easement Area or Grantee of the Easement, or any portion thereof or any interest therein, will and hereby is deemed to incorporate by reference the provisions of this Agreement and all covenants, conditions and restrictions contained herein.

6. Non Exclusive. The Easement herein granted is not exclusive, provided that Grantor and its successors and assigns shall not interfere with the Easement granted herein or the use and enjoyment thereof by Grantee and its successors and assigns and their respective invitees.

7. No Public Dedication. The Easement hereby created is not a public easement, but is a private easement for the use and benefit of Grantee and its successors and assigns and their respective invitees. The Easement is not intended to, nor shall it be construed as, creating any dedication to, or any right in or for the benefit of, the general public.

8. Amendment of Agreement. This Agreement may be amended only by an instrument in writing executed by Grantor or Grantor's successors or assigns and Grantee or Grantee's successors or assigns and recorded in the Official Records of Alameda County.

9. Governing Law. This Agreement shall be construed in accordance with the internal laws of the State of California.

10. Attorneys' Fees. Should any action or proceeding be commenced between the parties hereto to enforce or seek damages for the breach of this Agreement, the party to this Agreement who prevails in such action or proceeding shall be entitled, in addition to such other relief as may be granted, to recover from the other party court costs and reasonable attorneys' fees incurred by the prevailing party that are approved by binding court order.

11. Entire Agreement. This Agreement contains the entire understanding among the parties hereto regarding the Easement granted herein and supersedes any prior written or oral agreement between them regarding the Easement. There are no representations, agreements, arrangements, or understandings, oral or written, among the parties relating to the Easement which are not fully expressed in this Agreement. This Agreement shall be construed in accordance with its fair meaning and not strictly for or against any party.

12. Notices. Notices given pursuant to this Agreement shall be given to Grantee at the following address: State of California, Department of Fish and Game, Central Coast Region, P.O. Box 47, Yountville, CA 94599, Attn: Regional Manager, Phone: (707) 944-5500, Fax: (707) 944-5563, with a copy to State of California, Department of Fish and Game, 1416 9th Street, 12th Floor, Sacramento, CA 95814, Attn: General Counsel, Phone: (916) 654-3821, Fax: (916) 654-3805; and to Grantor at the following address: Cargill Salt, 7220 Central Avenue, Newark, CA 94560, ATTN: Manager, Real Property, Phone: (510) 790-8605, Fax: (510) 790-8180, with a copy to: Cargill, Incorporated, Law Department/24, 15407 McGinty Road West, Wayzata, MN 55390, Phone: (952) 742-6334, Fax: (952) 742-6349, or such other address as each such party shall designate from time to time by written notice to the other. Notice shall be given by one of the following methods: (i) recognized overnight common carrier courier service that guarantees next-day delivery; (ii) delivery in person or by messenger; (iii) deposit in the United States mail, first class and postage prepaid with return receipt requested; or (iv) facsimile transmission with written confirmation of receipt. Notices delivered by overnight courier, in person or by messenger shall be deemed to have been given upon delivery, notices delivered by United States mail shall be deemed to have been given upon receipt, and notices given by facsimile transmission shall be deemed to have been given upon written confirmation of receipt of the facsimile during business hours on a business day which is neither a United States federal nor a California state holiday.

13. No Third Party Beneficiaries. Notwithstanding anything else to the contrary in this Agreement, no parties other than Grantee, Grantor and their successors and assigns shall be beneficiaries of any term or provision of this Agreement.

14. Interpretation. If any provision of this Agreement is, or is adjudged to be, unenforceable or invalid, the remainder shall continue in full force and effect. The headings contained in this Agreement are for the purpose of reference only, and are not an aid in the construction or interpretation of any provision hereof.



15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates below.

**GRANTOR:**

CARGILL, INCORPORATED,  
a Delaware corporation

By: \_\_\_\_\_  
William C. Britt, Vice President

Date: \_\_\_\_\_

**GRANTEE:**

STATE OF CALIFORNIA Department of Fish and  
Game Wildlife Conservation Board

By: \_\_\_\_\_  
Al Wright, Executive Director

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2003, before me, \_\_\_\_\_, a notary public for the State of \_\_\_\_\_, personally appeared William C. Britt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[SEAL]

\_\_\_\_\_  
Signature of the Notary

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF \_\_\_\_\_)                    ss

On \_\_\_\_\_, 2003, before me, \_\_\_\_\_, a notary public for the State of California, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[SEAL]

\_\_\_\_\_  
Signature of the Notary

**EXHIBIT A**

**EASEMENT AREA DESCRIPTION**

**[To be provided by Grantor.]**

**EXHIBIT B**

**DESCRIPTION OF GRANTEE'S PROPERTY**

[See Attached]

**[To be reasonably agreed to by Grantor and Grantee.]**

## **EXHIBIT M**

### **Environmental Work**

As provided in Section 9(a) of the Agreement, the Grantees have identified and the Parties have agreed to the following segments or units of Environmental Work and the Closure Standard for such Environmental Work:

#### **A) With regard to State Property:**

- 1) Lead, believed to have been from lead-based paint, was found in the soils immediately surrounding the two residences at the Napa plant site, as described in the Site Investigation Report prepared for the State by CH2MHill dated January 2003 (“State’s Environmental Investigation”) and provided to Grantor. The sample identifications for the general area identified for removal of the lead-affected soils are: LP 02, LP 03, LP 04, LP 05, LP 08 and LP 09 as identified in the State’s Environmental Investigation. The area for removal is generally shown on the attached Figure 1 as indicated by the preceding sample identifications.

Grantor will remove lead-affected soils from the area identified above. A clean-up goal of 150 mg/kg (“Goal”) has been agreed upon as the Closure Standard based on U.S. EPA Region IX Preliminary Remediation goals (PRGs) and California-Modified PRGs for residential areas. Confirmation sampling and analysis will be conducted post cleanup to ensure the above Goal composing the Closure Standard has been met, and the Closure Letter or Closure Report to be provided to the State under to Section 9(c)(iii) of the Agreement shall include such verification.

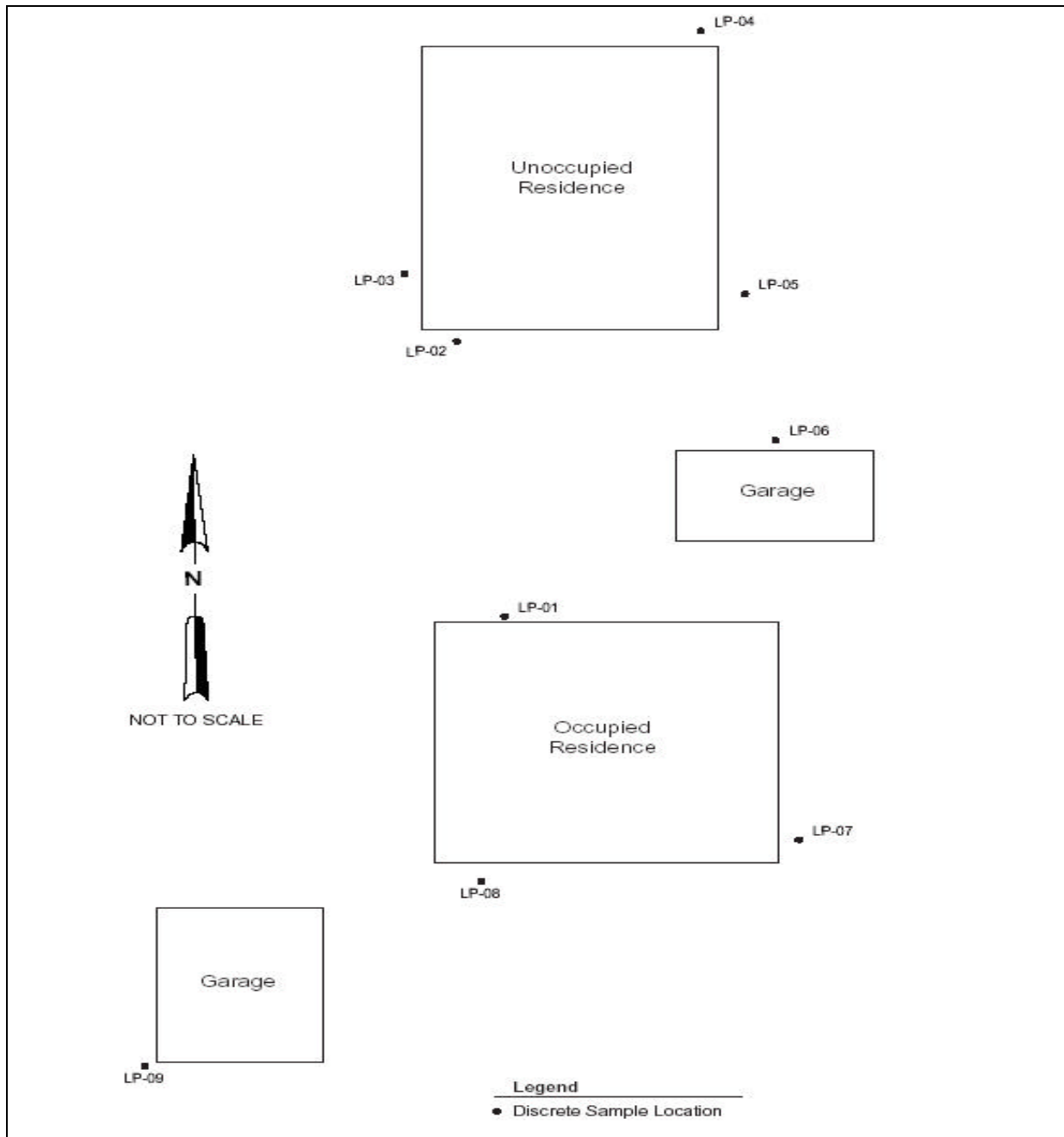
- 2) Petroleum hydrocarbon-affected soils were found in a concrete-lined sump and in the soils around the exterior of the locomotive barn, steam-cleaning area and maintenance shop at the Napa plant site, as described in the State’s Environmental Investigation. The sample identifications for the general areas identified for removal of the petroleum hydrocarbon-affected soils are: MS-1, MS-2, MS-4, MS-5, RB-01, RB-02, RB-03, RB-05, RB-06, WA-01, WA-02, WA-03, WA-04, WA-05, WA-06 and WA-07 as identified in the State’s Environmental Investigation. The areas for removal are generally shown on the attached Figure 2 as indicated by the preceding sample identifications.

Grantor will remove petroleum-affected soils from the area identified above. Cleanup goals of 100 mg/kg for diesel and 500 mg/kg for motor oil (collectively, “Goals”) have been agreed upon as the Closure Standard based on San Francisco Regional Water Quality Control Board risk-based screening levels for residential areas. Confirmation sampling and analysis for TPH-D and TPH MO will be conducted and analyzed post cleanup to ensure the above Goals composing the Closure Standard have been met, and the Closure Letter or Closure Report to be provided to the State under to Section 9(c)(iii) of the Agreement shall include such verification.

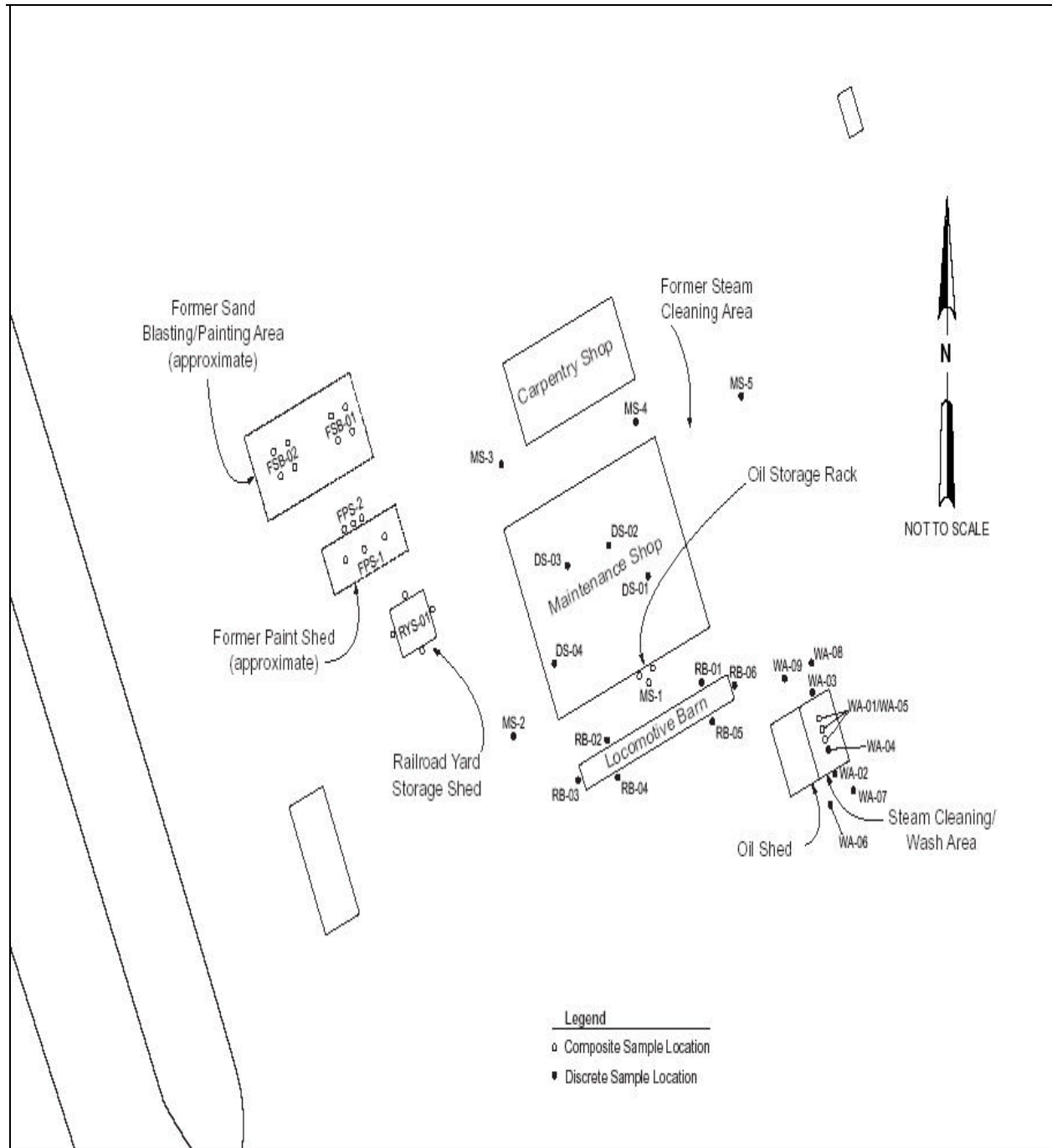
**B) With Regard to United States Property:**

The United States provided Grantor with Notice of Recognized Environmental Conditions by letter dated January 22, 2003. It has been agreed that none of the identified conditions will be listed as Environmental Work for the purposes of this Agreement, and that one such condition will be addressed under Section 9(c) of this Agreement.

**Figure 1**



**Figure 2**





**EXHIBIT N**  
**Removal Items**

<b><u>Property</u></b>	<b>Location</b>	<b>Action<sup>1</sup></b>	<b>Item</b>
State	Napa Plant Site	Demolition/Removal	Locomotive Barn
State	Napa Plant Site	Demolition/Removal	Unoccupied Residence
State	Napa Plant Site	Demolition/Removal	Steam Cleaning Shed and Pad
State	Napa Plant Site	Removal at completion of Napa Pond Work	Gantry and Radial Stacker
State	Napa Plant Site	Demolition/Removal	Hazardous Waste Storage Area (building)
State	Napa Plant Site	Removal or Fill in Place	Dry Pit Salt Chute
United States	Pond A1	Demolition/Removal	Former Intake Structure (wood remnants and pipes)
United States	Pond A5	Demolition/Removal	Duck Blind/Clubhouse
United States	Ponds A5/A7/A8	Removal	Piles of wood near levees at intersection of Ponds
United States	Pond A22	Removal	Tires and Large Debris (to the extent on the United States Land)

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<sup>1</sup> Unless otherwise noted above, the Removal Work shall be completed within twenty-four (24) months of the Close of Escrow. In the event this timeline proves unworkable for Grantor, Grantor agrees to provide Grantees notice of the additional time it needs to complete the Removal Work, but in any event shall complete such work within thirty-six (36) months of the Close of Escrow.

## EXHIBIT O Well Work

### State Well Work:<sup>1</sup>

Well Count	Well Identification <sup>2</sup>	Well Type	Cost Estimate
1	B-14	Found/Not Sealed	\$15,000.00
2	B-15	Found/Not Sealed	\$15,000.00
3	B-18	Found/Not Sealed	\$15,000.00
4	B-27	Found/Not Sealed	\$15,000.00
5	B-28	Found/Not Sealed	\$15,000.00
6	B-86	Not found/inaccessible	\$15,000.00
7	Pioneer 2	Found/Not sealed	\$15,000.00
8	B-87	Found by ACWD/Not sealed	\$15,000.00
9	B-30	Found/Sealed/DWR	\$15,000.00
10	B-31	Found/Sealed/DWR	\$15,000.00
11	EKI-1	Found/Surface Seal	\$15,000.00
12	EKI-2	Found/Surface Seal	\$15,000.00
13	EKI-3	Found/Surface Seal	\$15,000.00
14	EKI-4	Found/Surface Seal	\$15,000.00
15	Pond 6A	Found/Surface Seal	\$15,000.00
16	Pond 6B	Found/Surface Seal	\$15,000.00
17	Pond 6C	Found/Surface Seal	\$15,000.00
18	Pond 6 LD	Found/Surface Seal	\$15,000.00
19	Union	Found by ACWD/Surface seal	\$15,000.00
20	5-F-6	Not found/inaccessible	\$15,000.00
21	B-16	Not found/inaccessible	\$15,000.00
22	B-19	Not found/inaccessible	\$15,000.00
23	B-20	Found by ACWD/Not sealed	\$15,000.00
24	B-21	Not found/inaccessible	\$15,000.00
25	B-29	Not found/inaccessible	\$15,000.00
26	B-32	Found by ACWD/Not sealed	\$15,000.00

<sup>1</sup> Seven wells shown along the northern levee of Alameda Creek on the reference map are not included in the Exhibit P list of wells to be addressed by Grantor. These seven wells (6-D-2, B-78, B-79, B-81, “Old well”, B-45, and B-44) were not found by Grantor and are believed to have been buried or destroyed during channelization and levee construction for the Alameda Creek flood control project. Based on Grantor’s discussions with the Alameda County Water District, to the extent these well locations are encumbered by the actions of the Alameda County Flood Control District, these wells will be addressed by these two public agencies.

<sup>2</sup> “Well Identification” refers to a reference map that Grantor has provided to the State indicating the general location of each well by its Well Identification in this Exhibit.

27	4-C-5	Not found/inaccessible	\$15,000.00
28	B-33	Not found/inaccessible	\$15,000.00
29	EKI Pond 1C	Not found/inaccessible	\$15,000.00
30	B-88	Not found/inaccessible	\$15,000.00
31	5-F-1	Not found/inaccessible	\$15,000.00
32	3-D-1	Not found/inaccessible	\$15,000.00
33	B-80	Not found/Sealed/DWR	\$15,000.00
		Contingency	\$15,000.00
<b>33</b>			<b>\$510,000.00</b>

### **United States Well Work:**

Water wells reportedly were constructed in and/or adjacent to Alviso Ponds A-22 and A-23 during the late 19th or early 20th centuries. These water wells may not have been properly destroyed and may continue to exist. The presence of these and other water wells is shown on surveys prepared in the early part of the 20th century and currently on file at the Alameda County Water District (“District Surveys”). Locations of some of the water wells shown on these District Surveys have been field checked, but this field check has not included Ponds A-22 and A-23. This leaves the possibility that some or all of the water wells shown on the District Surveys as being located in/and or adjacent to the portion of Alviso Ponds A-22 and A-23 to be conveyed under the Agreement to the United States (collectively the “Historical A-22/A-23 Water Wells”) may in fact still exist.

Grantor will (i) field check the existence of all Historical A-22/A-23 Water Wells on United States Land; and (ii) address each Historical A-22/A-23 Water Wells located on United States Land in accordance with Section 9(c) of the Agreement.

Due to time constraints, the existing Historical A-22/A-23 Water Wells could not be specifically identified. Upon completion of the field check described above, the United States and Grantor shall agree upon the specific identification of the existing Historical A-22/A-23 Water Wells, if any. Currently, evidence suggests that two such Historical A-22/A-23 Water Wells are in existence; therefore the United States and Grantor agree that \$30,000 shall be the appropriate Cost Estimate for the Historical A-22/A-23 Water Wells.

**SCHEDULE 1**  
**Additional Property Documents**

- 1) Pond SF-2:  
That certain Access Permit between Grantor and the City of San Francisco, by and through its Public Utilities Commission, San Francisco Water Department relating to access to Pond SF-2 and date November 27, 2001.
- 2) Parcel SC A-1 [Order No. 520331-1]:  
A 20' easement in favor of the City of Los Altos for utility purposes recorded in the official records of Santa Clara County as Book 3815, Page 261, a copy of which was provided by Grantor's consultant to First American Title and to the United States. This exception is now listed on the PTR as Exception 15.
- 3) Parcel SC A-8 [Order No. 520331-4]:  
An easement for maintenance and use of line of towers, poles and other structures for electrical purposes recorded May 8, 1931 in the official records of Santa Clara County as Book 569, Page 126, a copy of which was provided by Grantor's consultant to First American title and to the United States. This exception is now listed on the PTR as Exception 41.  
  
The fact that the property is subject to an unrecorded easement in favor of Pacific Gas and Electric Company executed November 30, 1939 was disclosed and a copy provided to First American Title and to the United States. This exception is now listed on the PTR as Exception 42.
- 4) Mineral Rights Refuge Tract 113, Ponds A-9 through A-15 [Order No. 520331-5]:  
The fact that the property is subject to an unrecorded easement in favor of Pacific Gas and Electric Company executed February 21, 1940 was disclosed and a copy provided to First American Title and to the United States. This exception is now listed on the PTR as Exception 15.
- 5) A-21 Mineral Rights [Order No. SP853102-1]:  
The fact that the property is subject to an unrecorded easement in favor of Pacific Gas and Electric Company executed February 21, 1940 was disclosed and a copy provided to First American Title and to the United States. This exception is now listed on the PTR as Exception 10.
- 6) Parcel ALA 23 (Ponds A22 and A23) [Order No. 853102-005]:  
The fact that the property is subject to an unrecorded easement in favor of Pacific Gas and Electric Company for a line of poles was disclosed and a copy provided to First American Title and to United States. This exception is now listed on the PTR as Exception 22.

The fact that the property is subject to an unrecorded easement and the rights of the Public to Cushing Road was disclosed in to First American Title and to United States. This exception is now listed on the PTR as Exception 23.

## **SCHEDULE 2**

### **Disclosure Items**

- 1) All Matters Related to the Nature and Condition of the Levees as Follows:
  - a. Levees were constructed for the sole purpose of forming salt ponds, are not recognized as providing flood protection and were not constructed to modern, engineered levee standards;
  - b. Levees are primarily composed of Bay muds, placed by dredging, and left in an un-compacted condition and as such require regular maintenance by a floating dredge or comparable equipment because the levee materials are subject to erosive forces and continuous settlement;
  - c. The levees cannot be used in the winter months for vehicle traffic and travel on levees at anytime can be dangerous. Levee tops can be slippery, travel ways are narrow or absent and surfaces uneven. Most levees not suitable for access by land based construction equipment;
  - d. The levees are subject to failure when overtopped by wind-driven waves, specifically when waters overtop the levee and flow down the pond face resulting in erosion. Floating debris from the Bay can degrade the stability of outboard levees when left in place and allowed to impact a levee repeatedly;
  - e. The levees have increased vulnerability during winter conditions when the clay soils are saturated and lose significant shear strength. Most levees are inaccessible to land based equipment during the winter and dredge access cannot be provided in a timely fashion;
  - f. Riprap placed to protect levees is not integrated with filter fabric or similar materials designed to resist erosion. Existing riprap locations require constant maintenance to maintain the protection afforded the levees by the placement of riprap. Riprap has been stockpiled for maintenance purposes in various locations throughout the salt ponds;
  - g. Numerous flood control channels border and traverse the Property and flooding resulting from these channels and other means can cause levees to be overtopped during significant storm events.
- 2) All Matters Related to the Following Unique Conditions of the Property:
  - a. The nature of the underlying soils is predominately native clays and muds highly saturated with salts, including gypsum. The majority of the Property is not suitable for landscaping due to the salinity of the soils;
  - b. The Property is inhabited by many species of sensitive plants and wildlife including several federal and state listed species under the Endangered Species Act, and wetland vegetation predominates. The presence of these species may restrict travel, access, maintenance, and other planned uses of the Property, including its levees and ponds;
  - c. Non-native species, such as *Spartina alterniflora* and *lepidium* are found in many areas of the Property;
  - d. Odor problems can emanate from the ponds due to decaying vegetation and biomass. High temperatures can exacerbate this condition in the late summer and early fall months;

- e. Public access is prohibited by Cargill policy and Cargill has taken reasonable measure to prevent trespassing, but trespassers frequent many areas of the Property.
- 3) All Matters Related to the Following Known Conditions:
- a. Unrecorded and unmapped infrastructure from previous operations exists and can be expected to be uncovered on the Property;
  - b. Matters disclosed or identified in the Phase I dated April 28, 2000, its update date November 20, 2002, the Updated Phase I dated January 10, 2003 and related documents presented to Grantees, all prepared by Erler and Kalinowski, Inc.;
  - c. Matters disclosed or identified in FWS' and CDFG's Phase II, Level II and contaminant surveys conducted on or about the Property;
  - d. Duck hunting has been conducted on the Property by third parties for many years and historic hunting activities may have involved the use of lead shot. Duck hunting predates Cargill's acquisition of the Property;
  - e. Jurisdiction over portions or all of the acquired ponds and levees has been claimed by the United States Army Corps of Engineers and the San Francisco Bay Conservation and Development Commission. These agencies may require permits for activities to maintain, alter, or restore these areas. Following are references to the current permit, which in many ways effect use and enjoyment of the Property, Amendment No. 3 to Permit 4-93 (Issued on March 14, 1995, as amended through August 29, 2002) issued by the San Francisco Bay Conservation and Development Commission and Permit Number: 19009S98 issued by the United States Army Corps of Engineers, a copy of which have been provided to Grantees;
  - f. The Property includes a 49-acre marsh restoration created from a portion of Pond 1 in the Baumberg system. That marsh restoration represents required mitigation for the issuance of maintenance permits now in place and held by Cargill through the authority of the San Francisco Bay Conservation and Development Commission and the United States Army Corps of Engineers, South Pacific Division, San Francisco District.